

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 4		
2. AMENDMENT/MODIFICATION NO. P00050		3. EFFECTIVE DATE SEE BLOCK 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY COMMANDER SPACE AND NAVAL WARFARE SYSTEMS COMMAND 4301 PACIFIC HIGHWAY SAN DIEGO, CA 92110-3127 Joel Judy, 02-2134, (619) 524-7179, joel.judy@navy.mil		CODE N00039		7. ADMINISTERED BY (If other than Item 6) DCMA - General Dynamics 77 "A" Street Needham MA 02194-2892		CODE S2203A	
8. NAME AND ADDRESS OF CONTRACTOR (No, street, country, State, and ZIP Code) General Dynamics Network Systems Inc. 77 "A" Street Needham Heights, MA 02194-2892				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. N68939-97-D-0041 <input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 11) 29 July 1997			
CODE 2D423		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

To Be Specified on the Individual Delivery Orders

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.

IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.


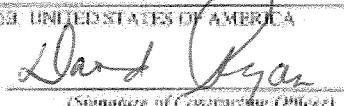
<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A. (Specify authority) THE CHANGES
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pricing office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF PAR 43 (C)(1)
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: MUTUAL AGREEMENT OF THE PARTIES
	D. OTHER

E. IMPORTANT: Contractor is not **X** is required to sign this document and return **1** copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by DCA section headings, including solicitation/contract subject matter where feasible.)

SEE ATTACHED PAGES

Continued on Page 2

15A. NAME AND TITLE OF SIGNER (Type or Print): JULIE HARTMAN, VIVID CONTRACT MGR		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print): DAVID RYAN	
15B. CONTRACT OFFICER 		16B. UNITED STATES OF AMERICA 	
15C. DATE SIGNED 03/17/05		16C. DATE SIGNED 3/22/05	

N34 3540-01-152-8000

STANDARD FORM 26 (REV. 10-83)

1. Information Assurance hardware and software products are hereby added as additional CLINs to the ViViD contract under Exhibit "B_A1E-A-PXX-IA". All pricing Exhibits (B Tables) are replaced in their entirety and are available on the World Wide Web at: (<<http://www.it-umbrella.navy.mil>>).

2. Under **Section G**, in order to update administrative information, revisions have been made to paragraph G-4.3. The cognizant Program Manager has been changed as follows:

Space and Naval Warfare Systems Center, San Diego
DoN IT Umbrella Program Office
Ted. G. Wolken
Code 2829
53560 Hull Street
San Diego CA 92152
Phone: (619) 524-9601
Fax: (619) 524-9678
e-mail: ted.wolken@navy.mil

3. To reflect administrative changes in the department code of the Norfolk Office of SPAWAR Systems Center Charleston, subsection G-20.3 of the basic contract is hereby deleted in its entirety and replaced with the following:

G20.3 By the 30th calendar day after the completion of each quarter, the Contractor shall remit applicable Contract Usage Fees associated with the delivery orders that the Contractor invoiced to the Government during the previous quarter to SPAWAR Systems Center (SSC) Charleston Norfolk Office. The Contract Usage Fee amount due Navy shall be paid by check made payable to "Treasurer of the United States," and forwarded to:

Regular US Post Office:

SPAWAR SYSTEMS CENTER CHARLESTON, NORFOLK OFFICE
Code 846.2, Bldg. V-53
Attn: E. Vonasek, ViViD Program COMO - GD Contract
PO Box 1376
Norfolk, VA 23501-1376

Overnight services:

SPAWAR SYSTEMS CENTER CHARLESTON, NORFOLK OFFICE
Code 846.2, Bldg. V-53
Attn: E. Vonasek, ViViD Program COMO - GD Contract
9456 Fourth Avenue
Norfolk, VA 23511-2130

To ensure that the payment is credited properly, the Contractor shall identify the check as "Contract Usage Fee - GD ViViD Contract."

4. To reflect administrative changes in the department code of the Norfolk Office of SPAWAR Systems Center Charleston, subsection G-22.1 of the basic contract is hereby deleted in its entirety and replaced with the following:

G22.1 All delivery orders prepared and issued under this contract shall use a Standard Form 1449, DD Form 1155, GSA Form 300 or other form approved for use by the Contracting Officer identified in Paragraph G2.5. All delivery Orders shall be forwarded to the addresses listed below. Any assistance required in completing the Standard Form 1449, DD Form 1155, or GSA Form 300 should be directed to the Contracting Officer designated in paragraph G2.5 or to the DoN IT Umbrella Program Office Technical Lead designated in paragraph G4.4.

G22.1.1 The Ordering Officer shall make distribution on all orders to the address below. Electronic Distribution is allowable.

For All Delivery Orders - Original-Contractor Address as shown on the order:

GD Network Systems Inc.
77 "A" Street
Needham Heights, MA 02494-2892

Mail to: GD Network Systems Inc.
77 "A" Street
Needham Heights, MA 02494-2892
Mr. James Sills
Contract Manager
(781) 455-4983
(781) 455-2450 Fax
E-Mail : james.sills@gd-ns.com
steve.allington@gd-ns.com

For DoD and Coast Guard Delivery Orders - 1 copy to:
DCMA-General Dynamics
77 "A" Street
Needham Heights MA 02494-2892
Code S2203A

For GSA Delivery Orders – 1 copy to:
The GSA Administrative Office as specified on each delivery order.

For DoD Delivery Orders – 1 copy to:
DFAS - Columbus Center
DFAS-CO/Bunker Hill Division
P.O. Box 182077
Columbus OH 43218-2077
Code HQ0337

For Coast Guard Delivery Orders – 1 copy to:

Commanding Officer
USCG Finance Center
1430A Kristina Way
Chesapeake VA 23326

For GSA Delivery Orders – 1 copy to:

The GSA Payment Office as specified on each delivery order.

For ALL Delivery Orders - 1 copy to:

Space and Naval Warfare Systems Center, San Diego
DoN IT Umbrella Program Office
Code 2829
53560 Hull Street
San Diego CA 92152
Fax: (619) 524-9678
E-Mail: ted.wolken@navy.mil

For ALL Delivery Orders - 1 copy to:

Regular Post Office:

SPAWAR Systems Center (SSC) Charleston, Norfolk Office
Code 846.2, Bldg. V-53
Attn: E. Vonasek, ViViD Program COMO - GD Contract
PO Box 1376
Norfolk, VA 23501-1376

Overnight Services:

SPAWAR Systems Center (SSC) Charleston, Norfolk Office
Code 846.2, Bldg. V-53
Attn: E. Vonasek, ViViD Program COMO - GD Contract
9456 Fourth Avenue
Norfolk, VA 23511-2130
E-Mail: como@mailbuoy.norfolk.navy.mil

For ALL Delivery Orders - 1 copy to:

“Ship To Addressee” as shown on the order

5. This modification constitutes the entire understanding between the parties and supercedes the terms and conditions of all other prior or contemporaneous oral or written agreements between the parties. Failure by either party to enforce any of the provisions of this modification shall not be construed as a waiver by such party of any such provisions, nor shall such failure affect the validity and enforceability of this modification in any way.